# **Performance Work Statement (PWS)**



U.S. General Services Administration (GSA)
Office of Administrative Services (OAS)
Internal Acquisition Division (IAD)

# **Performance Work Statement**

REQUEST FOR QUOTATION (RFQ) Number: RFQ14160024

# For:

Federal Acquisition Institute (FAI)
Federal Acquisition Certification in Contracting (FAC-C)
Training Delivery Courses

# **Performance Work Statement (PWS)**

# **TABLE OF CONTENTS**

1.	BACKGROUND	3
	1.1 Increasing Efficiencies:	3
2.	SCOPE	3
	a. Commercial-Off-The-Shelf (COTS) Training Courses:  2.1 CERTIFICATION TRAINING COURSES  2. INSTRUCTOR QUALIFICATIONS  THE CONTRACTOR SHALL HAVE A ROBUST INSTRUCTOR TRAINING AND QUALIFICATION PROGRAM TO PROVIDE INSTRUCTORS WITH RIGHT BALANCE OF FUNCTIONAL SUBJECT MATTER EXPERTISE AND EFFECTIVE TRAINING DELIVERY FOR CLASSROOM, VIRTUAL, AND BLENDED COURSES.  2.3 Training Effectiveness	4 4 H THE ) 4
3.	PLACE OF PERFORMANCE	4
4.	VIRTUAL TRAINING DELIVERY	5
5.	CLASS SCHEDULING	5
	5.1 NUMBER OF STUDENTS	5 5
6.	FEDERAL HOLIDAYS	6
7.	DAU EQUIVALENCY;	6
8.	FUNCTIONAL AREAS AND COURSE LIST:	6
	8.1 CERTIFICATION & ELECTIVE COURSES;	MAY BE 7
9.	DESCRIPTION OF WORK:	7
	9.1 GOVERNMENT RESPONSIBILITIES  9.2 CANCELLATION POLICY  9.3 CONTRACTOR RESPONSIBILITIES  9.4 SUCCESSFUL DELIVERY OF COURSES  9.5 DELIVERABLES  9.6 PERIOD OF PERFORMANCE  9.7 KICKOFF MEETING	7 8 10 11
10	TRAVEL	18
11		
12	AWARD DETERMINATION	20
13	Government Representative	21
1/	Annandicas	21

# **Performance Work Statement (PWS)**

# Federal Acquisition Institute (FAI) Courseware Delivery of Federal Acquisition Certification in Contracting (FAC-C) and Electives

# 1. BACKGROUND

The Office of Federal Procurement Policy (OFPP) and the Federal Acquisition Institute (FAI) are charged with promoting the development of a professional Federal Acquisition Workforce. Part of this mission is to deliver world-class, innovative, and results-oriented training programs, professional development opportunities, job performance aids, and continuous learning interventions designed to help civilian acquisition personnel effectively accomplish their assigned job duties and critical missions. One strategy which accomplishes this mission is to sponsor courses leading to professional certification in compliance with the OFPP Federal Acquisition Certification in Contracting (FAC-C) policy memo dated May 7, 2014 on Revisions to the Federal Acquisition Certification in Contracting (FAC-C).

# 1.1 Increasing Efficiencies:

- a. Per the OFPP Memorandum dated September 3, 2013 entitled "Increasing Efficiencies in the Training, Development, and Management of the Acquisition Workforce," this effort is being conducted in partnership with OFPP and FAI to:
  - Leverage commercially available acquisition training;
  - Increase awareness of and collaboration between agencies working on similar curricula delivery efforts through data sharing.
- b. This Contract is intended to enable the Government to provide high quality, low cost training solutions that represent the best value in meeting FAIs training delivery needs.

#### 2. SCOPE

To fulfill the requirements of FAI and OFPP's initiative to develop a professional Federal Acquisition Workforce and deliver world-class, innovative and results-oriented training programs, it was determined that the use of the General Services Administration (GSA) Multiple Award Schedule (MAS) 874 MOBIS Schedule would satisfy this effort. The Task Order (TO) will be established utilizing Contractors under GSA MAS 874 contract for Special Item Numbers (SIN) 874-4 "Training Services: Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration Learning Management, Internships" and 874-8 "DAU and FAI Certified DAWIA and FAC Acquisition Workforce Training for GS-1102 and non-1102 Personnel" to fulfill the Government's FAC-C training requirements.

The intent is to provide opportunities for small business by encouraging Contractor Teaming Arrangements (CTA) in order to allow small businesses with limited courses to team with other small businesses. This is a small business set-aside.

The Contractor shall provide all training materials, instructors, and any other personnel necessary. The Contractor may be required to provide physical classroom space and the technology platform for delivery of virtual training.

#### **Performance Work Statement (PWS)**

The Contractor shall deliver core training, electives, and continuous learning point (CLP) courses in the functional areas of FAC-C and Electives for the following:

a. Commercial-Off-The-Shelf (COTS) Training Courses:
The Contractor shall provide COTS training courses for use by the Federal acquisition workforce.

# **2.1 Certification Training Courses**

All professional certification training courses under this contract shall be available on the Contractor's GSA MAS Schedule 874-4 and/or 874-8. All courses shall be Firm Fixed Price orders. All DAU Equivalent and FAI Verified course curriculums must be up to date and reflect current Federal Acquisition Regulations and policies. Course content found to be out of date with Federal Acquisition Regulations, to include Circulars, OMB policies and other executive orders, may be assessed penalties up to 10% for each course under this contract.

# **2.2 Instructor Qualifications**

The Contractor shall have a robust instructor training and qualification program to provide instructors with the right balance of functional subject matter expertise and effective training delivery for classroom, virtual, and blended courses.

# **2.3 Training Effectiveness**

Training delivery will be evaluated by students at a minimum on Kirkpatrick Level 1 and potentially on Levels 2-4. The Contractor is expected to achieve at least an aggregated 80% on questions dealing with the following instructor effectiveness and learning modalities and facilities (when contractor provided) per end of class survey questions. Vendors who receive a rating below 80% will be requested by the contract CO to submit an explanation and remedy to improve the rating.

### 3. PLACE OF PERFORMANCE

- a. Training delivery may be required at locations Inside and Outside the Continental United States (CONUS/OCONUS) utilizing a space provided by Government or Contractor-provided facilities.
- b. Classes with a "Washington, DC" location shall be within the Washington, DC, National Capital Region and within one-quarter mile walking distance of Metro Rail or as further defined by the Ordering Agency within the task order.
- c. For Contractor-provided facilities outside of the Washington DC area, alternative locations within a 30 mile radius of the requested designated city may be proposed.
- d. The Government requires that all class offerings held at either Contractor-provided or Government-provided facilities adequately accommodate class sizes, IT needs, and special accommodations. The cost of the Contractor-provided facility shall be included and priced within the quote.

#### **Performance Work Statement (PWS)**

# 4. VIRTUAL TRAINING DELIVERY

- a. The Contractor may include any and/or all acquisition training required or recommended courses using a methodology that will offer the Government maximum benefit and cost savings to include instructor-led virtual delivery capabilities.
- b. Instructor-led virtual training is a training method in which a virtual environment (via Internet connectivity; i.e., a webinar, or online course) is used. In this environment, an instructor is able to explain, show, or test certain abilities, via the Internet connectivity, that contribute to the learning process through synchronous, asynchronous, or blended learning solutions.
- c. Contractors may provide innovative solutions to virtual offerings that would be of interest to the Government. These solutions shall be sold as COTS and shall not be considered course development.
- d. The Contractor shall be responsible for providing the technology platform required for virtual delivery courses and priced within the quote.

#### 5. CLASS SCHEDULING

#### **5.1 Number of Students**

Typically, each classroom based offering must accommodate between 15 and 30 students. However, there may be instances where class sizes may fall outside of that range and will be further defined within the task order.

For virtual delivery classes, the number of students will normally be a maximum of 30 students. Contractors shall ensure a capability that can effectively deliver synchronous, asynchronous, or blended training to all participants, as determined at the task ordered level

#### **5.2 Class Start Dates/Class End Dates and Times**

Normal hours of instruction are from 8:00 AM to 4:30 PM with a ½ hour lunch break. The Contractor shall work with the Agency COR to refine the class schedule as stated in the task order. In order to gain efficiencies in managing instructor and facility assets, the Contractor may propose alternative class start, lunch, or end periods through mutual agreement of the Agency COR and Contractor.

#### 5.3 Class Cancellation, Reschedule, and Substitutions

Due to an occasional need to change the dates and locations of training, classes may be cancelled, substituted, relocated, or rescheduled by the Government, without penalty, if given a minimum of 30 days' notice prior to the scheduled class start date or as stated in the task order. These classes may be rescheduled or substituted by mutual agreement of the Agency COR and Contractor, within the task order period of performance, at no additional cost to the Government. The Agency COR will work with the Contractor to reach a mutual agreement for re-scheduling of any courses.

#### **5.4 Student Travel**

Agencies are responsible for student travel, authorizations, per diem expenses, and travel vouchers. Students who wish to drive their Privately Owned Vehicle (POV) to the training site

#### **Performance Work Statement (PWS)**

will be responsible for their own vehicle parking arrangements and transportation.

# 6. FEDERAL HOLIDAYS

a. For FAI-sponsored/purchased courses, training shall not be scheduled during the following holiday periods as listed by OPM at; <a href="http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/Federal-holidays/#url=Overview">http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/Federal-holidays/#url=Overview</a>

New Year's Day - 1 January
Martin Luther King's Birthday - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - 4 July
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veterans Day - 11 November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

b. If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by an Executive Order from President of the United States of America as a national holiday (i.e., December 26, 2014).

# 7. DAU EQUIVALENCY;

The FAC-C Memo dated May 7, 2014 on Revisions to the Federal Acquisition Certification in Contracting (FAC-C) from OFPP includes OMB policy on DAU equivalency requirement for core certification classes. References can be found at the links below; FAC-C: http://www.fai.gov/drupal/sites/default/files/2014-05-07-FAC-C-Refresh.pdf

As a guide, a list of Contractors with current DAU equivalency is provided below. This guide may be used when considering development of a CTA. Contractors may check eLibrary by entering the Contractor's Name to obtain POC information in order to request possible inclusion in a CTA. Contractors (Large) are strongly encouraged to support small business and consider development of a CTA.

 <u>Latest DAU equivalent providers can be found at:</u> <a href="https://myclass.dau.mil/bbcswebdav/xid-630429\_4">https://myclass.dau.mil/bbcswebdav/xid-630429\_4</a>

#### 8. <u>FUNCTIONAL AREAS AND COURSE LIST:</u>

The Contractor or the CTA shall be capable of delivering all of the required core certification training courses for FAC-C as mandated by OFPP Memorandum which can be found at this web address: <a href="http://www.fai.gov/drupal/certification/certification-and-career-development-programs">http://www.fai.gov/drupal/certification/certification-and-career-development-programs</a>. The Contractor shall ensure that course content follows sound instructional systems design methodologies and aligns to the OFPP mandated

#### **Performance Work Statement (PWS)**

competencies for each of the certifications. Additionally, the Contractor or the CTA shall be capable of delivering courses already identified on their GSA Multiple Award Schedule (MAS).

#### 8.1 Certification & Elective Courses;

FAC-C core certification courses granted DAU equivalency or FAI verification and supporting elective courses may be ordered.

# 8.2 Continuous Learning Point (CLP) Credits:

a. To ensure consistency across the acquisition workforce, a standard class day is considered to be 8.5 hours in length including a .5 hour lunch period. Course completion certificates issued through the Federal Acquisition Institute Training Application System (FAITAS) online system to individual students will reflect 8 CLP credits for each day of class or as specified within the ordering agency task order. The standard CLP process, as defined in OFPP "Guidance on Meeting the Requirement for Continuous Learning Points", will be followed and can be found at:

http://www.fai.gov/pdfs/Continuous%20Professional%20Learning%20FINAL.pdf

# 9. **DESCRIPTION OF WORK:**

# 9.1 Government Responsibilities

- a. Manage the registration, evaluation, and course completion certificate process for the courses within the task order. Students shall register through FAITAS (or other designated Government system as designated within the task order (i.e. ATRRS, ACQTAS). This process generates approved rosters that will be provided to the Contractor prior to the course start date and signify that the student's supervisor has approved attendance.
- b. Government agencies will provide the Contractor with the following:
  - i. Preliminary attendance roster 30 calendar days before the start date of any class,
  - ii. Final student roster ten (10) calendar days before the start date of any class.
  - iii. End of Class Student Surveys will be automated through the FAITAS online system and provided back to the Contractor within fourteen (14) calendar days from the class end date for each course.
  - iv. Students will receive course completion certificates through FAITAS upon completion of the end of class student survey.

#### **9.2 Cancellation Policy**

The Government's general cancellation policy is to not cancel training classes except (or as specified within the ordering agency task order):

- a. Where there are fewer than the minimum required students registered 30 calendar days prior to the start date of the course, and/or;
- b. During severe emergencies, weather conditions, or critical national events; and/or
- c. During Federal-wide or agency shut down periods.

# **Performance Work Statement (PWS)**

**NOTE:** If any of the above occurs, the Government reserves the right to cancel, postpone, reschedule, relocate, or substitute an equivalent course at no additional cost to the Government. Dates for rescheduled courses will be established by mutual agreement between the Government and the Contractor as stated in paragraph 5.3 above.

# 9.3 Contractor Responsibilities

The Contractor shall provide acquisition certification courses, Electives, and CLPs for the Federal Acquisition Workforce to include COTS courses and shall include the following:

- a. Class welcome letter, if required
- b. Pre-course assignments (if required)
- c. 1st day attendance roster (with No-Shows & Walk-ins)
- d. Facilities & classroom equipment (if required)
- e. Delivery of training class and student materials
- f. End of class graduation report

# 9.4 Successful Delivery of Courses

In order to successfully deliver the contracted classes and satisfy all contract requirements, the Contractor shall be required to:

- a. Conduct the training within normal operating hours, generally starting at 8:00 am and ending at 4:30 pm or as coordinated with the Agency's COR;
- b. Ensure that students with disabilities are accommodated during the course IAW established Section 508 and Americans with Disabilities Act (ADA) policies and procedures. Any reasonable accommodation shall be the responsibility of the Agency which the student works for. For any special accommodations requested in the student's registration, the Contractor shall provide notice to the student's work agency and Ordering Agency no later than 30 days prior to the students' class start date, or as soon as they are aware, whichever is greater.
- c. At least 30 calendar days prior to the class start date, provide all registered students a "Welcome Letter" with the Course Title, class facility name and street address, proximity and directions to/from public transportation, beginning and ending dates, daily beginning and ending times, pre-classroom materials and applicable directions, if appropriate, and as specified at the task order level, to include:
  - i. Information about pre-classroom assignments,
  - Point of contact information to answer student questions about the class and facility.
     Contractors shall be concise and complete in all communications and not inundate students with multiple messages;
- d. Provide each late-registered or substituted student with a copy of course materials as appropriate. Contractors shall ensure pre-classroom assignments are provided within seven (7) to 14 calendar days of the course start date. The Contractor shall be prepared to provide this information on the first day of class to students who may not have received pre-course assignments due to travel requirements or other reasons. Contractors are not responsible for ensuring assignments are completed;
- e. Provide students timely communications about class status in cases of inclement weather or other emergency situations.

#### **Performance Work Statement (PWS)**

- i. The U. S. Office of Personnel Management's website, http://www.opm.gov/Operating\_Status\_Schedules/, has links to information on the operating status of Federal offices in the Washington, DC, area and the status in other geographic areas. This page also has the capability to subscribe to a listsery and get email updates alerting recipients to the operating status.
- ii. The Federal Executive Boards website, http://www.feb.gov/, has links to other metropolitan areas in the United States.
  - a) These websites post the operation status of Federal offices in their respective areas;
- iii. Class Operating Guidelines for severe emergencies, weather conditions or critical national events:
  - a) Classes begin, and students are expected to report, on-time if the U.S. Office of Personnel Management determines the Federal Government's operating status to be *Open* or *Open with Option for Unscheduled Leave or Unscheduled Telework*.
  - b) Classes will begin at 10:00 a.m. if the U.S. Office of Personnel Management determines the Federal Government's operating status to be *Open 2 hours Delayed Arrival With Option for Unscheduled Leave or Unscheduled Telework*.
  - c) Classes will be cancelled for the day if the U.S. Office of Personnel Management determines the Federal Government's operating status to be Federal Offices are Closed Emergency and Telework-ready Employees Must Follow Their Agency's Policies.
- f. Provide training space large enough to accommodate the maximum number of students for a given class in an environment which facilitates learning and interaction and accommodates special needs to include breakout rooms if required, and supply all appropriate equipment and resources necessary for the course(s) if not already provided by the facility. Training facilities shall provide a controlled environment to accommodate suitable room temperatures. Training facilities shall comply with the American Disabilities Act of 1990 and other Federal guidelines;
  - i. For class offerings in a Government provided facility, the Contractor will provide the Government Facility Manager/Point of Contact (POC); a class roster, classroom configuration instructions, and expected course material shipping details seven (7) to ten (10) calendar days prior to the course start date determined;
  - ii. Permit a maximum of two (2) Government personnel per class to audit courses unannounced to ensure quality control;
  - iii. Vendor course materials may be audited for quality control prior to the first time the class is offered:
  - iv. Provide the Ordering Agency any course materials it may need to respond to inquiries from Congress, other Federal agencies and the public;
  - v. Uphold Government policies regarding student graduations, attendance, and evaluation requirements;
  - vi. Provide the Ordering Agency, within fourteen (14) calendar days, after the class end date, all required deliverables such as an annotated Student Attendance Roster, Student Grade Report, an invoice and any additional documentation on

#### **Performance Work Statement (PWS)**

- individual student and overall class performance or as indicated in each specific task order;
- vii. Vendors must have an established curriculum management process which ensures currency and configuration control for COTS course materials;
- viii. In accordance with the Contractor's curriculum management process, all COTS course material shall be updated in accordance with any updates to the Federal Statutes, Directives, Policies, Regulations and any other governance references relative to the course content;
- ix. Vendors must have an instructor certification process with established procedures for certifying their instructors as well as continual evaluation of instructor performance and maintaining instructor certification;
- x. Vendors must have established procedures for rapid instructor replacement for instances when required by Contracting Officer;

#### 9.5 Deliverables

All deliverables and documentation shall be submitted in electronic format, unless otherwise instructed by the Agency's Contracting Officer or designated Contracting Officers Representative (COR) for task orders executed against the contract. Student class materials may be provided electronically to each student, or as further defined in the Task Order. The submitted electronic formats must be compatible with approved Government computer software (such as .pdf, doc, .xls, .ppt and other file types) and must meet Section 508 compliance standards. The following deliverables **shall** be provided:

Reference	Deliverable	POC	Due Date
9.7.a	Attend Government Hosted	Electronically to	NLT fourteen (14)
	contract Kick-off meeting to	Agency COR	calendar days after
	discuss expectations and refine		contract*
	the Master course schedule		
	which includes; classes, dates,		
	times, and locations of courses		
9.3	Class welcome letter including	Electronically to	Within 30 calendar
	course name, date, time,	Ordering	days of class start
	notification of pre-course	Agency COR	date*
	requirements, and location		
	directions to all registered		
	students		
9.4	Course materials and/or	Electronically to	Within seven (7) to ten
	directions for pre-course	Ordering	(10) calendar days
	assignments, delivered to all	Agency COR	after receipt of
	registered students		attendance roster from
			the Ordering Agency,
			determined within the
			Task Order*

# **Performance Work Statement (PWS)**

Reference	Deliverable	POC	Due Date
9.4.f.i	For Government provided facilities; Provide the Government Facility Manager/POC; a class roster, classroom configuration instructions, and expected course material shipping details	Electronically to Ordering Agency COR	NLT seven (7) calendar days prior to the class start date*
9.3	Copies of course materials, manuals, and handouts for each student	Electronically to Ordering Agency COR	First (1 <sup>st</sup> ) day of each scheduled training class – or seven (7) to ten (10) calendar days prior to course start date for courses that have read-ahead precoursework assignments, determined within the Task Order*
9.4.f.vi	An annotated 1 <sup>st</sup> Day Attendance Roster, which indicates Walk-in and/or no- shows.	Electronically to Ordering Agency COR	NLT two (2) calendar days after the first day of the class*
9.3	An annotated Student Grade Roster. Contractor will indicate the final class attendance and status for each student on the roster. If they pass, annotate the grade and that a certificate of completion can be issued in FAITAS. If the student fails, annotate the grade and what area (s) failed (i.e. pre-course work, attendance, participation, test, etc.)	Electronically to Ordering Agency COR	NLT fourteen (14) calendar days after class end date*
9.4.f.vi	Invoices	Electronically to Ordering Agency COR and/or Contracting Officer	NLT 14 days after delivery of each class*

<sup>\*</sup>or as mutually agreed between the Agency COR and Contractor

# **9.6 Period of Performance**

a. The period of performance for this task order is intended to be a one (1) year period starting at date of award with one (1), one (1) year option period.

#### **Performance Work Statement (PWS)**

- b. When in the best interest of the Government, options may be exercised in accordance with FAR clause: 52.217-9 and 52.217-7.
- b. The duration of this task order is contingent upon annual review, in accordance with FAR 8.405-3(e). The contract will cease to exist upon occurrence of either of the following:
  - i. The task order is cancelled by either party, in accordance with the contract terms and conditions
  - ii. The task order holder's GSA Schedule contract no longer exists.

# 9.7 Kickoff Meeting

- a. Contract Kickoff Meeting: The Contractor shall attend a kick-off meeting at the Government's facility or by teleconference with the contract Contracting Officer and the FAI PM and COR within fourteen (14) calendar days after contract award date to discuss expectations and refine the Master course schedule which includes; classes, dates, times, and locations of courses.
- 6. Administrative Information:
- The Contractor shall attend a kick-off meeting at the Government's facility or by teleconference with the Contracting Officer and the COR within 10 business days after award date.
- The COR for this action will be appointed at time of award.
- 6.1 Electronic Access to the Contract

The contractor shall maintain a current redacted version of the awarded task order/contract on a publicly available Internet web site maintained by the contractor. The contractor shall be responsible to ensure that current period of performance pricing is posted and publicly available. Offerors agree that current period of performance prices are releasable under the Freedom of Information Act (FOIA).

Offerors are put on notice that GSA may disclose contract pricing information for all task order/contract years, including option years, to:

- 1. Personnel of Federal Government agencies;
- 2. If applicable, employees of support contractors that are involved in the administration of the task order, but only after such employees have executed appropriate nondisclosure agreements against further disclosure of such information;
- 3. Other customers and consultants to the Government with a need to access the information, but only after such persons have executed appropriate nondisclosure agreements against further disclosure of such information.

Within 30 days of task order/contract award, and 10 days for subsequent modifications, the contractor shall provide an electronic redacted version of the task order or modification to the CO. Within 10 days following the CO's approval of the redactions, the contractor shall post the

# **Performance Work Statement (PWS)**

redacted task order modification to a public Internet web site. The contractor shall incorporate in the base task order/contract in text, all subsequent changes resulting from task order modifications within 20 days after the end of each Quarter, with the first Quarter beginning on October 1st and provide an electronic copy to the CO.

The contractor shall prepare the proposed redacted version of the task order/contract and subsequent updates in accordance with Freedom of Information Act guidance. The CO is the final approval authority for all redactions. As necessary, the contractor shall correct and repost redactions at no additional cost to the Government.

# 7. Applicable Provisions and Clauses

Prevailing Terms and Conditions: All terms and conditions from the GSA MAS schedule are hereby incorporated. The resulting task order (TO) will be subject to the terms and conditions of the contractor's GSA MAS Schedule 874 contract. In the event of a conflict between the TO and/or the contractor's GSA MAS Schedule contract, the provisions of the Contractor's GSA Schedule contract will take precedence over the TO.

In addition, the following provisions and clauses shall apply to the task order and all orders placed thereunder:

# 7.1 Provisions and clauses incorporated by reference:

Provision No. / Provision Title / Provision Date

52.204-6 Data Universal Numbering System Number (JUL 2013)

52.209-7 Information Regarding Responsibility Matters (JUL 2013)

52.222-25 Affirmative Action Compliance (APR 1984)

552.233-70 Protests Filed Directly with the General Services Administration (MAR 2000)

#### No. Clause Title Date

52.222-3 Convict Labor (JUN 2003)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While (AUG 2011) Driving

7.2 Clause incorporated in full text.

#### Security Clauses:

- FAR Clause 52.204-2, Security Requirements
- GSAR Clause 552.204-9, Personal Identity Verification Requirements
- GSAR Clause 552.236-75, Use of Premises
- GSAR Clause 552.239-70, Information Technology Security Plan and Security Authorization
- GSAR Clause 552.239-71, Security Requirements for Unclassified Information Technology Resources

#### **Performance Work Statement (PWS)**

# IT Security Policies:

The following GSA policies must be followed. These policies can be found at http://www.gsa.gov/directives or https://insite.gsa.gov/directives.

- 1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
- 2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- 3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- 4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- 5. CIO 2105.1B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- 6. CIO 2106.1 GSA Social Media Policy
- 7. CIO 2107.1 Implementation of the Online Resource Reservation Software
- 8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
- 9. CIO 2162.1 Digital Signatures
- 10. CIO P 2165.2 GSA Telecommunications Policy
- 11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- 12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- 13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- 14. CIO IL-13-01 Mobile Devices and Applications
- 15. CIO IL-14-03 Information Technology (IT) Integration Policy
- 16. HCO 9297.1 GSA Data Release Policy
- 17. HCO 9297.2B GSA Information Breach Notification Policy
- 18. ADM P 9732.1D Suitability and Personnel Security

The contractor's personnel involved with this contract/order are required to review above-cited contract clauses and policies and ensure compliance throughout the life of this contract/order.

The contractor and subcontractors must insert the substance of this section in all subcontracts.

# 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

# **Performance Work Statement (PWS)**

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2017)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the 10 days of contract expiration; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to the extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

Accounting and Classification Data: To be provided at award.

- 8. General Instructions and Conditions for Quote
- 8.1 Notice to Contractor

The due date for submittal of the Technical and Price Quotes will be Tuesday, January 5<sup>th</sup> at 11:00 AM Eastern Standard Time (EST) to the Contracting Officer via GSA e-Buy Portal using Microsoft Word or PDF attachments. The Technical Quote shall not exceed twenty-five (25) pages in length, exclusive of the resumes and proof of course delivery summaries, but inclusive of all other addendums, attachments, exhibits, etc. Resumes shall be a maximum of two pages each and submitted as an attachment. The technical quotes will be reviewed against the requirements of the Statement of Work. All technical information shall be in the technical quote in order to be considered.

The technical quote shall include:

- Technical Approach/Management Plan
- Key Personnel Qualifications
- Organizational Experience & Past Performance

The Contractor shall complete all applicable sections in the Standard Form (SF) 1449 (inclusive of the continuation page) and is required to provide a signed copy of the SF 1449 (see block 30a).

#### 8.2 Questions regarding this RFQ

All questions must be submitted in writing via email to the Contracting Officer at Katasha. White@gsa.gov no later than 1:00 PM Eastern Standard Time (EST), Monday, December 21, 2015 to ensure a response. All questions must be in writing and no questions will be accepted by telephone. The Government reserves the right to edit any questions as needed to protect the identity of the source, but absent this consideration, the Government intends to quote each submitted question verbatim in its response. The Government anticipates, but cannot guarantee a consolidated response to all Contractors on or about 4 business days from RFQ release.

#### **Performance Work Statement (PWS)**

#### 9. Evaluation Criteria

If a quote receives an "unacceptable" rating for Factors 9.1, or 9.2 as identified below, then the entire quote will be determined "unacceptable." No further evaluation of the quote shall be performed. (I.e. past performance or price quote evaluation) and the Contractor will not be considered for award.

#### 9.1. Technical Approach/Management Plan Factor

A technical approach is required from each Contractor. The approach shall be simple, easy to read, and shall clearly and concisely describe project responsibilities and personnel, any proposed subcontracting or teaming arrangements, communication and coordination, scheduling of all tasks and subtasks, meetings, and deliverables. All staff needed to conduct the work and produce all required products and deliverables must be identified. In meeting deliverables, Contractors shall elaborate on how they plan to measure their efforts to ensure the highest quality of performance.

Course materials including descriptions, presentations, learning objectives, class schedule, instructor guides, student tests, and the required IT support provided to students may be evaluated in the selection process.

9.2. Key Personnel Factor (Resumes and certifications may be included in an attachment). Maximum 2 pages each, no limit on the total number of resumes or certificates. Provide a brief description of the experience, skills and capabilities of each of the key personnel on your proposed project team. Descriptions shall include the quality and depth of experience of proposed personnel in working on similar projects in terms of background, education, work experience, certifications, and accomplishments. Descriptions shall demonstrate the knowledge that key personnel have gained through completed and ongoing efforts on similar projects. "Similar projects" is meant to convey similarity in subject matter, dollar value, duration, and complexity. Instructor experience, certifications, education, and qualifications shall be summarized per Attachment C.

#### 9.3. Organizational Experience & Past Performance Factor

Describe the experience and capability of your organization in conducting similar work. Again, "similar" is meant to convey similarity in subject matter, dollar value, duration, and complexity. Provide a summary of at least three (3) similar government contracts performed by your organization within the last three years. Include a brief description of the project, project title, contract number, period of performance, contract amount, and client identification including agency or company name, and point-of-contact with e-mail and telephone number. Contact information must be current. This shall be no longer than one page.

#### 9.4 Format for the Price Quote Factor

The price quote shall be a separate attachment using the attached Microsoft Excel spreadsheet, submitted at the same time as the technical quote. There are no page limits on the price quote. Price quotes shall be based on current GSA Schedule rates, utilizing any and all discounts. All CLINS shall be priced separately. The analysis will be based on the total offered price for all the course offerings in the task order in Attachment A.

#### **Performance Work Statement (PWS)**

Based on the strengths, weaknesses, and deficiencies noted, a Technical Evaluation Panel (TEP) will assign the Technical Approach/Management and Key Personnel Resumes factors, an adjectival rating using the following adjectival rating scale:

Rating	Descriptions
Outstanding	Quote meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Quote meets requirements and indicates a thorough approach and understanding of the requirements. Quote contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Quote meets requirements and indicates an adequate approach and understating of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on the contract performance. Risk of unsuccessful performance is not worse than moderate.
Marginal	Quote does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The quote has one or more weakness which is not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Quote does not meet requirements and contains one or more deficiencies. Quote is "unawardable".

#### Note:

A strength is "an aspect of a Contractor's quote that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance."

A weakness is "a flaw in the proposal that increases the risk of unsuccessful contract performance."

A deficiency is "the incompleteness or insufficiency in the quote to meet the Government's requirement or a combination of significant weaknesses in the quote that increases the risk of unsuccessful performance to an unacceptable level."

Organizational Experience & Past Performance ratings will be assessed based upon the citations provided by the Contractor and based upon feedback provided by Government customers with cognizance over performance. The following table illustrates the experience and past performance ratings rationale that will be applied:

# **Performance Work Statement (PWS)**

#### PAST PERFORMANCE ASSESSMENT RATINGS

Table 2. Performance Assessment				
Rating	Definition			
	A review of Contractor's past performance demonstrates that the Contractor has performed successfully and without any unresolved quality issues. In the event of performance issues, all issues have been resolved to the satisfaction of the Government.			
	A review of the Contractor's past performance demonstrates that the Contractor has not performed successfully.			
Neutral	Contractors with no past performance will receive a neutral rating.			

The relative value of the evaluation criteria is: Technical Approach and Management Plan, Key Personnel Qualifications and Organizational Experience, and Past Performance are equally important. The three non-price criteria, when combined, are significantly more important than Price. Although Price is the least important criteria, it becomes increasingly more important when Contractors receive similar ratings for the non-price criteria.

#### 10. Travel

Instructor travel anticipated in the performance of this Task Order. In the event travel outside the Washington, DC commuting Metropolitan Area is required; the Government will reimburse the Contractor for all essential official travel expenses approved in accordance with Federal regulations (see Federal Acquisition Regulation 31.205-46 – Travel Costs).

Local travel within the Washington, DC commuting Metropolitan Area (typically 50 miles) will not be paid/reimbursed. Travel outside the DC-Metropolitan Area must be approved by the Government Contracting Officer Representative (COR). The Contractor must submit travel requests to the COR for approval at least one (1) week in advance of travel. The Contractor must submit all travel expenses for reimbursement on an incident basis, separate from invoices for services within one week after travel. Should long distance travel be required, overhead and G&A expenses are allowable and subject to approval by the COR and the Contracting Officer (CO).

#### 11. Contract Administration Data

#### 11.1 Contracting Officer (CO)

The CO is the only person authorized to make or approve any changes to any of the requirements of this task order and notwithstanding any clauses contained elsewhere in this task order, this authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. All questions concerning the task order will be

#### **Performance Work Statement (PWS)**

directed to the CO. The Contractor shall contact the CO with any questions regarding performance issues.

#### 11. 2. Submission of Invoices

Invoices shall be submitted no later than the 10th business after delivery of the course and must be accompanied with the annotated Student Grade Roster. The COR and CO shall receive a copy of the invoice and all supporting documentation. This can be done before, but no later than, the same time as invoice submission to the GSA Finance Office.

Invoices are authorized for payment upon the Government's receipt and acceptance of deliverables specified in the contract and the receipt of a valid invoice. Invoices, to be proper and payable, must include the following information:

- 1. Name and address of the Contractor
- 2. Invoice date and number
- 3. Contract Number, Order Number, and Pegasys Document Number (PDN) listed in Block 20 of the SF-1449, any contract line item numbers, and the project title, FAC-C Certification Courseware.
- 4. Description of the course(s) provided including quantity, unit of measure, unit price and extended price of the item(s) delivered; period of course(s) and/or dates that course(s) were provided, etc.
- 5. Name and address of official to whom payment is to be sent;
- 6. Name, title, and phone number of person to be notified in event of defective invoice; and
- 7. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice. The Contractor shall submit an original invoice for payment to GSA Financial Operations & Disbursement Division. The contractor will submit original invoices electronically via the Contractor and Customer Self Service system.

Electronic Submission: The Contractor and Customer Self Service (VCSS) system, implemented by the General Services Administration (GSA), is a web-based application that allows Contractors to create and process their invoices electronically (paperless) and track the status of payments made by GSA, and allows customers to view billing and payment information. VCSS is a voluntary participation program; however any Contractor desiring to participate must have a valid DUNS/DUNS+4 numbers and must register in the SAM database prior to registering in VCSS. Contractors can contact Dun & Bradstreet at http://sam.dnb.com/ccr/pages/SAMSearch.jsp to obtain a DUNS/DUNS+4 number. The Contractor must ensure that their SAM registration remains active at all times.

- 1. A duplicate invoice with supporting documentation is sent to the COR and CO identified in the contract award. Who shall confirm deliveries or performance made against the invoiced line items to ensure that the correct amounts have been billed and documents any price reductions. The COR shall then sign the invoice and complete the Receiving Report to authorize the GSA's payment office to process payment of the invoices.
- a. Copies of invoices shall be emailed to the designated Contracting Officer Representative (COR).

#### 12. Award Determination

The Government intends on awarding all the offerings for this task order to one Contractor. The Contractor must be able to meet all the requirements for Level I through Level III FAC-C certification courses and electives.

# **Performance Work Statement (PWS)**

The Government will award a task order resulting from the RFQ to the Offeror that provides the best value approach. Evaluations will be made on: (1) Technical Approach/Management Plan, (2) Key Personnel Qualifications, (3) Organizational Experience & Past Performance, and (4) Price. In the evaluation, the Technical Approach/Management Plan factor is more important than the Key Personnel and Past Performance factors. Key Personnel is more important than Organizational Experience & Past Performance. All technical evaluation factors other than Price, when combined, are more important than Price. Although Price is the least important factor, it becomes increasingly important when Contractors receive similar ratings for the non-price factors. In the event of equal ratings price will break the tie.

#### 12.1 Basis of Award.

The Government will evaluate all received responses to this RFQ. Award will be made to the Contractor whose offer provides the best value to the Government. The following criteria will be evaluated:

- (1) Technical Approach/ Management Plan;
- (2) Key Personnel Qualifications;
- (3) Organization Experience & Performance; and,
- (4) Price.

All contractors must hold a current System for Award Management (SAM) registration.

# 12.2 Task Order (TO) Award

The Government intends to make TO award without further discussions; therefore, Contractors are strongly encouraged to include the best available terms and pricing in their initial offer. However, the Government reserves the right to request clarifications. If clarifications are requested, the CO will request that the Contractor submit its Final Proposed Quote (RFQ). The Contractor is advised that any changes to the quote in the RFQ must be fully addressed and/or explained and reflected in the final proposed price. Failure to comply with this requirement can adversely influence the evaluation of the quote. The CO will establish a common format, due date, and time for submission of the RFQ.

#### 13. GOVERNMENT REPRESENTATIVES

#### a. Task Order Contracting Officer (CO)

The Contracting Officer is the only person authorized to make or approve any changes to any of the requirements of this task order and notwithstanding any clauses contained elsewhere in this contract; this authority remains solely with the CO. In the event the Contractor performs a change based on guidance at the direction of any other person other than the CO, the change will be considered to have been made without authority. Any price changes will not be considered or incurred as a result thereof. All questions concerning the contract will be directed to the CO. The Contractor shall contact the CO with any questions regarding performance issues.

# **Performance Work Statement (PWS)**

The Contracting Officer responsible for administration of this contract is:

U.S. General Services Administration Office of Administrative Services Internal Acquisition Division 1800 F St. NW.

Washington, DC. 20405

Email: Katasha.White@gsa.gov

# b. Agency Contracting Officer Representative (COR)

The Agency COR will be designated, as required, by the Task Order CO.

# 13. APPENDICES:

• Attachment 1 – Price Quote Worksheet